

AGREEMENT NUMBER

1

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Boating and Waterways

CONTRACTOR'S NAME

2

2. The term of this Agreement is: **3** through

3. The maximum amount of this Agreement is: **\$ 4**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work / Budget

page(s)

Exhibit B – Special Terms and Conditions

5

page(s)

Exhibit C* – General Terms and Conditions

page(s)

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

6

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Boating and Waterways

BY (Authorized Signature)

7

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Raynor Tsuneyoshi, Director

ADDRESS

2000 Evergreen Street, #100, Sacramento, CA 95815

**California Department of General
Services Use Only**

☐ Exempt per:

Section I

Parts of the Contract

Overview, Contract Cover Page – Std. 213 Form

1. Contract number

You must use this Contract number on all paperwork submitted to the Department. The first two numbers represent the first fiscal year of the contract.

2. Contractor name

The name appearing on this page needs to be the complete official name of the contractor. The name that appears here needs to exactly match the contractor name appearing on the invoice or other paperwork. If it does not, complications will arise. For instance, If you submit an invoice from California State University, Monterey Foundation and the contract reads California State University Monterey, we cannot issue payment and must amend the contract.

3. Term of Agreement

For equipment contracts, the entire 15-year term will be shown here. For scholarship only contracts, the 1-year term will be shown.

4. Maximum Amount of Agreement

This is the total amount available to spend. Contractor is responsible for any expenses that exceed this amount.

5. Scope of Work

This details the attachments to the contract:

Attachment A Contractor's proposal and Budget Page

Attachment B Special Terms and Conditions

Exhibit C General Terms and Conditions associated with all contracts with the State of California.

6. Contractor's Information and Signature

This is where you or your authorized representative prints name and title and signs. Original signatures need to appear on all contracts.

7. Department Information and Director's signature

This is where the Department of Boating and Waterways Director signs the contract. A contract is not complete or valid until both signatures of both parties appear on the contract.

Overview, Contract Clauses/Requirements

ATTACHMENT B – SPECIAL TERMS AND CONDITIONS

Following are notes to clarify clauses located in Attachment B of the contract.

1. The State agrees to provide the Contractor a sum not to exceed the amount specified in this agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with Attachment A, which is incorporated herein by reference.

Note, Paragraph 1: This clause specifies that we will reimburse the contractor for items listed in Attachment A of the contract up to the amount listed in Line Item 3 of the Standard Agreement. The Department will not be able to reimburse the contractor for any amount that exceeds the amount listed there.

2. The Contractor is not authorized to make expenditures with any money allocated from Year One listed in Attachment A of the contract, until all signatures are secured and final approval is received from the Department or the Office of Legal Services, Department of General Services. The date of the final approval becomes the date of the contract.
3. The Contractor shall complete purchases of vessels and equipment specified on the budget sheets in Attachment A no later than DEADLINE DATE. All invoices pertaining to the said purchases of vessels and equipment specified in Attachment A must be received by the Department on or before DEADLINE DATE. The Department is not obligated to make payment on any invoice received after these specified deadline dates.

Note, Paragraph 3: This clause specifies the deadline to make all purchases. The Department is not authorized to reimburse the contractor for expenses incurred after this date unless the contract is amended to extend this date.

4. The Contractor shall conduct all classes specified on the budget sheets in Attachment A by DEADLINE DATE. All invoices for classes specified on the budget sheets in Attachment A must be received by the Department on or before DEADLINE DATE. The Department is not obligated to make payment on any invoice received after these specified deadline dates.

Note, Paragraph 4: This clause specifies the deadline to conduct all classes listed in Attachment A. The Department is not authorized to reimburse the contractor for expenses incurred after this date unless the contract is amended to extend this date prior to its occurrence.

5. The Contractor is authorized to make only expenditures specified in Attachment A of the contract. Any modifications to the expenditure specifications must be approved by the Department. The Contractor must submit a letter of request to make modifications and the reasons therefor accompanied by the modified expenditure specifications to the Department. The Department must give approval of the modifications in writing and forward this letter of approval to the Contractor before any expenditure reflected in the modification is made. Nothing herein shall require the Department to give their approval or to reimburse the Contractor for unapproved expenditures.

Note, Paragraph 5: This clause specifies the items or activities for which the Department will reimburse the contractor. The contractor should pay close attention to the budget sheet in Attachment A of the contract before making expenditures to ensure that any expenditure is consistent with Attachment A. The Department is not obligated to reimburse the contractor for items that deviate from the budget page in Attachment A. The contractor may request to make changes to the budget sheets as explained above.

6. All invoices submitted by the Contractor must be submitted with the Department's **Reimbursement Claim Form** and include the information listed below. The entire invoice (including all items listed in A, B, and C) must be submitted to the Department in triplicate.

A. Contractor Invoice

When submitting invoices, the contractor shall provide an invoice that lists: the name and address of the Department of Boating and Waterways, the name and address of the Contractor, the contract number, and the total amount to be reimbursed.

B. Reimbursement Claim Form

The contractor shall use the Reimbursement Claim Form provided by the Department to describe equipment purchases or expenses incurred from classes taught. Each request for reimbursement must be listed on the claim form and match its corresponding line item number on the Contractor's Budget Page(s) in Attachment A.

C. Additional Documentation

i. Equipment – Reimbursement Payment Request

Reimbursement requests for Equipment purchases must be backed by manufacturer/dealer invoices.

ii. Scholarship – Reimbursement Payment Request

Scholarship invoices shall include the names and addresses of participants when available. If the names and addresses of the students cannot be released, the contractor shall request alternate submittal instructions from the Department.

iii. Instructor Training – Reimbursement Payment Request

Reimbursement requests for instructor training shall include receipts from the organization teaching the course showing the type of course, the individual(s) name trained, date conducted, and cost.

Note, Paragraph 6: This clause covers the correct procedure for invoicing the Department. Information regarding invoicing and sample templates are also provided in other Sections of this manual. Templates are also available on our website at the following link:

7. The Contractor agrees to provide a minimum of 30 boating safety education courses each year.
8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. By signing this contract, the contractor ensures familiarity with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements (Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this contract.

Note, Paragraph 8: If an individual holds the Coast Guard license, the Department of Boating and Waterways will waive the physical, written and practical exam, as well as the experience (or moral character) affidavits for the state's for-hire license, but the applicant must still file an application with the department if they want to operate on solely state waterways which are not subject to federal jurisdiction. The Department will request a completed application and a copy of both sides of the Coast Guard license.

9. The Contractor is required to send a representative to one Aquatic Center Directors' Conference annually during the term of the contract. Should the Contractor or representative be unable to attend the conference, the Contractor must forward a letter to the Department stating the reason why they cannot attend. The Department must grant approval in writing in

order for the Contractor not to be in breach of this contract. Nothing herein shall require the Department to give their approval.

10. The Contractor shall submit annual reports to the Department which shall include the number and type of people served by the Contractor's program, equipment inventory of items on the Department's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program.

Note, Paragraph 10: You will be notified of the date to submit the annual report and also what information to provide.

Paragraphs 11-17 apply to any equipment purchased under this agreement:

11. All property purchased with funds from the contract shall be the property of the State for the entire term of the contract. Legal ownership of any craft purchased under this contract shall be vested in the name of the State, and any craft or trailer purchased shall be registered with the Department of Motor Vehicles in accordance with State law.

Note, Paragraph 11: This clause explains that the Department will retain ownership of all equipment purchased under the contract. The Department should be listed as lien holder on any registration slip. The contractor should be listed as the registered owner.

12. The Contractor agrees to repair or replace any equipment purchased under this contract if lost, stolen, or damaged.

Note, Paragraph 12: Please note that it is your responsibility to maintain and protect equipment. The Department will expect you to replace any stolen, lost or damaged equipment.

13. The Contractor shall take a physical inventory of any equipment purchased under this contract and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment.

Note, Paragraph 13: The contractor will be asked in the annual report to provide an updated inventory list using the Department's Inventory Form.

14. Property records shall be maintained by the Contractor and provided on the Department's Inventory Form that accurately provides: a description of the property, manufactures, serial number or other identification number, property location and condition.

15. The Contractor shall request disposition instructions from the Department for equipment no longer needed in the safety program.

Note, Paragraph 15: Disposition instructions are provided in Section 3 of this manual.

16. When purchasing equipment, the Contractor shall ensure that adequate competition has been sought by taking the following steps:
 - a. The Contractor shall openly seek estimates for equipment.
 - b. All estimates should be submitted in writing. If a written estimate is not possible, the contractor shall document any verbal estimate.
 - c. The Contractor shall make every effort to ensure that 3 estimates are received. If 3 estimates are not received, the Contractor shall fully document why 3 estimates could not be received. All estimates or documentation shall be retained by the Contractor. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment.
 - d. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting by the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small and Minority Business)
17. Contractor understands that equipment purchased with funds granted under this Agreement is to be used by students officially enrolled in the courses of instruction taught or provided by Contractor.

Contractor shall ensure that if making equipment purchased in accordance with this contract available for rent or for any other special use, that all renters and or users for special use of equipment have either 1) successfully completed the boating safety course for that type of equipment through the Contractor's organization, or 2) demonstrated knowledge of applicable boating navigational rules and laws and demonstrate practical handling of specific craft being rented before taking it on the water. The Contractor shall require the renter to sign a waiver stating that they have complied with these requirements.

All proceeds from the renting of equipment purchased in this contract shall stay vested within this program to enhance boating safety education.

18. The Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this contract.
19. The State reserves the right to terminate this contract subject to thirty (30) days written notice to the Contractor pursuant to Paragraph 7 of Attachment C., *General Terms and Conditions*. The Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.
20. Subject to available funding and satisfactory performance, the Department shall have the option of extending the term of this contract. At the Department's request, the Contractor shall submit a new proposal, which shall be evaluated by the Department. If the proposal is satisfactory, the Department may award the Contractor additional funds and shall extend the deadlines in Paragraphs 2-4 of this agreement for one additional year, revising the term of the contract, if needed, to correspond to this change. The new proposal provided by the contractor shall be incorporated as an amendment and all reimbursements shall be in accordance with it. All other terms and conditions listed herein shall remain unchanged.

INSURANCE REQUIREMENTS

The teaching of hands-on boating safety is determined by the State of California to be a hazardous activity. Therefore, the following types of insurance coverage are needed. Certificates of insurance must accompany all contracts. If the Contractor is self insured, a letter stating and explaining self insurance status must accompany the contract instead of providing a certificate of insurance.

Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

All policies or letters of self insurance must include the following clauses:

The Department of Boating and Waterways and the State of California, its officers, agents, employees, and servants are named as additional insured for all purposes for which grant monies awarded under this contract are utilized, including but not limited to rental or special use of equipment purchases by grant funds.

Any proposed change in this status shall be reported to the Department prior to the change and may result in restrictions being imposed on the usage of monies or equipment.

Vessel Insurance

The Contractor shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

Automobile Liability

If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is needed:

The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers Compensation

The Contractor shall maintain statutory workers compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

General Requirements

Insurance Companies must be acceptable to the Department of General Services and the Office of Risk and Insurance Management.

Coverage needs to be in-force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

Insurance policies shall contain a provision that states that coverage will not be canceled without 30 days prior written notice to the State.

The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event the Contractor fails to keep in effect at all times the specific insurance coverage, the state may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.